

Request for Proposal (RFP)

For

**Selection of Agency for Operation, Maintenance and Management of Heritage Cafe at Alipore Zoo,
Kolkata**



RFP NO: 94/29-36/22-23 (2nd Call)

Date: 21/11/2022

Issued by:

West Bengal Forest Development Corporation Limited (WBFDC)

Kolkata Forest Corporation Division, 'Aranya Bikash',

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2. WBFDC L has prepared this document to give interested parties background information on the Project. While WBFDC L have taken due care in the preparation of the information contained herein and believe it to be accurate, neither WBFDC L nor any of its authorities or agencies are not responsible for the completeness or accuracy of the information contained in this document.
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4. No reimbursement of cost of any type will be paid to persons or entities expressing interest

Divisional Manager

Kolkata Forest Corporation Division

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Request for Proposal

1. Background

- 1.1. The West Bengal Forest Development Corporation Limited (Wbfdcl) (hereinafter also referred to as the "Corporation") came into existence in 1974 as per the Companies Act 1956, on the recommendation of the National Commission of Agriculture. The Broad Objectives of setting up Wbfdcl was to offer timber, non-timber forest produces, and value-added forest products at reasonable prices for the public in general, to develop awareness for conservation of nature and wildlife through responsible eco-tourism.
- 1.2. The Alipore Zoo is one of the most popular tourist attractions in Kolkata. Approx 32-35 lakhs tourists/ visitors visiting Alipore Zoo Annually.
- 1.3. In order to provide convenience to the visitors, the West Bengal Zoo Development Authority has developed a Heritage Cafe in the Zoological Garden at Alipore, Kolkata.
- 1.4. West Bengal Forest Development Corporation Limited and West Bengal Zoo Development Authority have mutually decided to select the agency for Operation, Maintenance, and Management of the said Heritage Cafe in the Zoological Garden at Alipore, Kolkata.
- 1.5. Wbfdcl now intends to select a suitable agency through a transparent, open, and competitive bidding process for Operation, Maintenance, and Management of the said Heritage Cafe in the Zoological Garden at Alipore, Kolkata.
- 1.6. Detailed information about the Heritage Cafe is provided in Appendix 3

2. Selection of Agency

- 2.1. Wbfdcl has decided to carry out a two-part bidding process, comprising of namely, Technical Bid and Price Bids (collectively referred to as the "Bidding Process") from interested Agencies/ Bidders for selection of an Agency to whom the Project will be awarded. Only those Bidders, whose Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids.
- 2.2. This RFP contains information about the Project, Bidding Process, Bid submission, Qualification, and Financial Proposal requirements
- 2.3. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date ("Bid Validity Period").
- 2.4. Interested bidders who are able to comply with the requirements may submit the tender duly filled in and supplemented with all relevant documents to Wbfdcl for further processing as per laid procedures. Tender not completed in any respect are liable to be rejected summarily.
- 2.5. Interested Bidder can submit their application only through electronic means, as per guidelines provided in Appendix 1.
- 2.6. The Project shall be awarded to the Bidder who submits the best financial bid (as defined in clause 12 of this document). The other Bidders will be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the bid submitted by the Preferred Bidder (who has submitted the best financial offer) in a case where the Preferred Bidder withdraws or is not selected for any reason. If none of the Bidders match the bid of the Preferred Bidder, Wbfdcl may, in its sole discretion, invite fresh bids from all Bidders or annul the Bidding Process, as the case may be.
- 2.7. Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (BID A) & the other is Financial Proposal (BID B) [as BOQ] before the

prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus free scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

- 2.8. The bidders are advised to submit the bids well in advance of the deadline. WBFDCCL will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.
- 2.9. Any award of Contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents

3. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	23/11/2022 at 10:00 AM
2.	Bid submission start date (Online)	23/11/2022 at 10:00 AM
3.	Last date of submission of Bid	14/12/2022 by 05.00 PM
4.	Bid opening date for Technical Proposals (Online)	16/12/2022 at 05.00 PM
5.	Opening of the Financial Proposal (Online)	To be informed

Note: The above time is tentative and the Corporation may at its discretion change the same by issuing an Addendum. WBFDCCL reserves the right to modify the said schedule of the Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

4. Instruction to Bidders

- 4.1. Where an individual person happens to be a director or partner of a company or firm, such individual person shall, while submitting any tender for and on behalf of such company or firm, invariably submit a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908. (Annexure-V)
- 4.2. Any condition or qualification or any other stipulation mentioned by the bidder in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The bids shall be unconditional, firm, and irrevocable
- 4.3. The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process
- 4.4. Any entity which has been barred by the [Central/ State Government, or any entity controlled by it] from participating in any project, and the bar subsists as on the date of bidding, would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract (except due to Force Majeure Event), as

evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.

- 4.5. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.
- 4.6. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Corporation shall forfeit and appropriate the Bid Security or Performance Security (in case of Successful Bidder, after the Project is awarded to it), as the case may be, as mutually agreed on genuine pre-estimated loss and damage likely to be suffered and incurred by the Corporation and not by way of penalty for, inter alia, the time, cost and effort of Corporation, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or/and the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
 - iv. such Bidder has participated as a consultant to Corporation in the preparation of any documents, design, or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

5. Eligibility Criteria

- 5.1. The Bidder may be Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company.
- 5.2. I) Operational - The Bidder shall have minimum 5 years of experience in running at least single air-conditioned restaurant/ food court with minimum area of 1,000 sq ft including dining area, outdoor sitting, kitchen and toilet only. Experience must be supported by documentary evidence such as Corporation/ Municipality/ Panchayet clearance for carrying out business on the mentioned premises for last 5 years from the date of publication of this NIT, land ownership details / registered lease agreement, photograph of the premises.

II) Turnover – Turnover should be above 30 lakh in any three financial year out of five financial year 2016-17, 2017-18, 2018-19, 2019-20, 2020-21. Bidders having audited balance sheet for financial year 2021-22 may count the last five financial year starting from 2017-18. (Annexure-IV)

5.3. The Bidder must also possess the following:

5.3.1. GST Registration with the state of West Bengal.

5.3.2. Up to date P-Tax Challan received. Bidders are required to have Professional Tax registration with a state of West Bengal.

5.3.3. In case of Company – Registration Certificate under, Company's Act, MOA & AOA, Registered Power, of Attorney, Trade license, registered with Government of West Bengal.

5.3.4. In case of Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade license , registered with Government of West Bengal.

5.3.5. In case of Proprietorship Firm - Trade License, registered with Government of West Bengal.

5.3.6. Joint ventures/consortium not allowed.

5.3.7. F.S.S.A.I Permission for Supply of Food.

5.3.8. Municipality Food and Catering License.

5.3.9. Commercial Gas using Permission.

6. Clarifications

6.1. WBFDCCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, WBFDCCL reserves the right to not respond to any question or provide any clarification, in its sole discretion.

6.2. WBFDCCL may also on its own motion if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by WBFDCCL shall be deemed to be part of the RFP.

7. Amendment of RFP

7.1. At any time prior to the Bid Due Date, WBFDCCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

7.2. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Bid Due Date.

8. Right to accept and to reject any or all Bids

8.1. Notwithstanding anything contained in this RFP, WBFDCCL reserves the right to accept or reject any bid and to annul the Bidding Process and reject all Bids at any time during the Bidding Process without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

8.2. The Corporation reserves the right to reject any Bid and appropriate the Bid Security if:

(a) At any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Corporation, the supplemental information or clarification sought by the Corporation for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the successful Bidder gets disqualified / rejected, then the Corporation reserves the right to:

(i) Invite the remaining Bidders to submit Bids; or

(ii) Take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

The Corporation reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Corporation, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Corporation shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.

9. Language

9.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

10. Uploading of the Bid

10.1. The bids shall be uploaded in two folders which comprise the following documents:

A. **Folder-I (Bid A) Technical Bid:** The Bidder shall submit the Technical Bid in the formats specified in respect thereto

- i) Letter Comprising the Bid in the form and manner as described in Annexure I.
- ii) Details of the Bidder in the form and manner as described in Annexure-II
- iii) Technical Capacity of the Bidder in the form and manner as described in Annexure III.
- iv) Financial Capacity of the Bidder in the form and manner as described in Annexure IV
- v) Power of Attorney authorizing the signatory of the bid to commit the Bidder and in the format as specified in Annexure V
- vi) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI
- vii) Scan copy of the receipt of online payment of EMD/ Security Deposit
- viii) Trade License (in case of proprietorship firm/ partnership firm)
- ix) In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.

- x) In case of Partnership Firm, registered under the Partnership Act., 1932 – Please enclose details of partners, details of their business and partnership deed etc. duly attested by Notary
- xi) GST Registration Certificate

The Corporation shall not consider bid/s which are lacking in terms of the above mentioned information (information as sought under Folder A; Technical Bid).

B. Folder-II (Bid B) Financial/Price Bid: The Bidder shall directly submit all-inclusive financial quotes as its Financial Bid online in Folder II (Bid B) in the BOQ format as per the guidelines in response to financial criteria and the same is required to be encrypted using their Digital Signature Certificate.

11. The queries must be submitted to the following address:

The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfcd.com

12. Financial Proposal/ Bid Variable/ Price Bid

- 12.1. The Bidder shall submit its financial quotes as its Financial Bid online in Folder II (Bid B) in the BOQ format. Draft of the BOQ format is enclosed as Annexure VII.
- 12.2. Bidder quoting the highest price subject to a minimum reserve price shall be selected as Successful Bidder or Selected Agency.
- 12.3. The Minimum Reserve Price (Minimum License Fee) for the Bid is Rs 4 lac/ month plus applicable GST. A bidder participating in the bid shall have to quote in excess of the Minimum Reserve Price.
- 12.4. The Price Bid to be quoted by the Bidder shall be exclusive of taxes and duties.

13. Bid Validity

- 13.1. Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the "Bid Validity Period"). A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Corporation as non-responsive.
- 13.2. Prior to expiry of the Bid Validity Period, the Corporation may request the Bidders to extend the Bid Validity Period for a specified additional period.

14. Bid Security

- 14.1. The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to Rs. 1,00,000/- (Rupees one lac only).
- 14.2. EMD has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 14.3. The EMD of the selected Bidder will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 14.4. The EMD of the selected Bidder may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions.
- 14.5. The EMD of the unsuccessful bidders will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 14.6. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Corporation under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions:
 - a) If a Bidder submits a non-responsive Bid;
 - b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Corporation;

- c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- e) If the Bidder does not accept the correction of errors in its Bid.
- f) In the case of the Successful Bidder, if the Bidder fails within the specified time limit to
 - a. To sign and return the duplicate copy of LOI;
 - b. Sign the Contract Agreement;
- g) any other conditions, for which forfeiture of Bid Security has been provided under this RFP.

15. Opening of Bid

- 15.1. Wbfdcl opens the Bids of those Bidders who have successfully submitted their bids online and will evaluate the bid in line with Clause 17
- 15.2. The Eligible Bidders will be informed of a date, time and place for opening of their Financial Bids.
- 15.3. The Financial Bids of only the Eligible Bidders i.e. technically qualified based on the criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of the Eligible Bidders that choose to be present.

16. Examination and of Technical Bids

- 16.1. Wbfdcl will determine responsiveness of the Technical & Financial Bid
- 16.2. A substantially technical bid is one which conforms to all the terms & conditions of the bid and the bidder has submitted all the relevant papers as per the requirements of this RFP
- 16.3. If the Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by Wbfdcl and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

17. Evaluation Process

- 17.1. Only those Bidders whose Bids are found responsive in terms hereof and meets the eligibility criteria specified in Clause 5 above shall qualify for opening of their Financial Bid. Bidders whose bid does not meet the aforesaid qualification criteria shall be rejected.
- 17.2. All claims to be supported by relevant documents / certificates. Onus of substantiating claims lies with the bidder.

18. Evaluation and Comparison of Financial Bids

- 18.1. Wbfdcl will evaluate and compare only those Financial Bids which are determined to be substantially responsive
- 18.2. In evaluating the Financial Bids, Wbfdcl will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors.
- 18.3. Financial Proposal of the bidders qualifying in the evaluation of Technical specification will be evaluated. The bidder who has qualified in the Technical Specification evaluation and returns with highest quote (H1) in financial bid would normally be awarded the contract.

19. Correction of Errors

- 19.1. Financial Bids determined to be substantially responsive will be checked by Wbfdcl for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-
 - (a) Where there is a discrepancy between number and words, the number in words will prevail over the number in figures, to the extent of such discrepancy
 - (b) The number stated in the Financial Bid will be adjusted by Wbfdcl in accordance with the above procedure for the correction of errors and shall be considered as binding upon the

Bidder. If the Bidder does not accept the corrected number in respect of its Bid quote, his Bid will be rejected, and his Bid Security may be forfeited.

20. Award Criteria

- 20.1. Subject to Clause 22, WBFDC will award the Project to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the best Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 5.
- 20.2. In the event that two or more Bidders quoted the same price, the Corporation shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend
- 20.3. In the event that the Highest Rank Bidder (H1) withdraws or is not selected for any reason in the first instance, the Corporation may invite 2nd Highest Rank Bidder (H2) to match the Price Bid of H1 and bid security of H1 shall be liable to be forfeited. However, in case H2 does not accept the offer, its bid security is not liable to be forfeited. But it is at the discretion of the Corporation to declared H2 as selected bidder for the same bid price as quoted by H2. Even if H2 does not accept the offer and/or fails to comply with the terms of the LOI, its Bid Security shall be liable to be forfeited.

21. Corporation's Right to Accept any Bid and Reject any or all Bids

- 21.1. Notwithstanding anything contained in Clause 22, WBFDC reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the WBFDC's action.

22. Terms & Conditions

- 22.1. WBFDC reserves the right to withdraw or include any item without assigning any reason thereof.
- 22.2. WBFDC reserves the right to reject the bid of any bidder who is a defaulter to the WBFDC Ltd., West Bengal Zoo Development Authority & the Forest Directorate, W B in respect of payment of dues.
- 22.3. The response should be submitted in a structured format as per the checklist appended with number on every page. Each page of the application should be signed by person(s) on behalf of the organization having necessary Authorization / Power of Attorney to do so, duly affixing the company seal. Applications containing false or inadequate information

are liable for rejection. (Authorization Letter from the company should be furnished along with the application)

- 22.4. The evaluation of the applications for Shortlisting shall be carried out by the committee constituted for the purpose.
- 22.5. Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the tender submission invalid. The evaluation of the response will only be based on the documents submitted.
- 22.6. Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by WBFDCCL.
- 22.7. The Bidder at his own cost responsibility and risk is encouraged to visit and examine the site and obtain all information that may be necessary for preparing the bid and entering into a contract before submitting its offer.
- 22.8. The intending Bidder shall clearly understand that whatever the outcome of the present invitation of bids, no cost of bidding shall be reimbursed by the Corporation/ Zoo Authority. The Corporation/ Zoo Authority reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any tenderer at any stage of bidding.
- 22.9. Conditional/ incomplete tender will not be accepted under any circumstances.
- 22.10. **All bids are exclusive of taxes and duties.**
- 22.11. The Authority shall provide the License Right for a period of 5 years from the Effective Date of the Agreement. The Effective Date of the Agreement shall be the date of Commencement of Commercial Operation,
- 22.12. The Selected Bidder (hereinafter to be called as Licensee) to start the Commercial Operation within 60 days of Signing of the Agreement (date of Commissioning of Commercial Operation). During these 60 days from the date of Signing of the Agreement, the Licensee shall take all applicable approvals, licenses and permits from relevant Authorities to start the Commercial Operation.
- 22.13. The Licensee shall also be responsible to do the installation of furniture and fixtures within the said 60 days from the date of Signing of the Agreement at its own cost. The seating Capacity of the Heritage Café is 108 (Air Conditioned: 80 (indoor Seating) and Non AC 28

(Outdoor Seating)) and the Selected Bidder shall adhere to the Layout Drawings for Furniture as enclosed in Appendix 3.

- 22.14. The Licensee has to accept the existing power and water connection as-is-where-is basis. Any additional load requirements with respect to power and water will need to be taken up by the Licensee at its own cost.
- 22.15. The Licensee will be required to submit a Security Deposit before entry into Agreement/ Contract equivalent to 2 months License Fee in the form of demand draft/ pay order No interest will be paid on Security Deposit. The Security Deposit shall be refunded within 30 days after the expiry of the Contract Period, after making due adjustment against any dues towards the Corporation/ Zoo Authority.
- 22.16. The Licensee has to pay the License Fee in advance for the particular month within or before the 7th day of every month. The Security Deposit is liable to forfeiture if the agency fails to deposit the License Fee as aforesaid with additional charges of 20% of the Monthly License Fee.
- 22.17. The License Fee shall be payable by way of demand draft/ pay order or as per the instruction as provided by the Authority from time to time.
- 22.18. The Licensee shall not assign or sublet the License in whole or part to any third person/ entity.
- 22.19. The Licensee shall be responsible for payment of all other Government dues/ fees as well as penalty levied by such Authority from the date of taking over to the Date of expiry of this contract without burdening the Corporation/ Zoo Authority on that account.
- 22.20. Taxes as applicable by Government from time to time has to be borne by the Licensee.
- 22.21. The Licensee cannot undertake any kind of construction, whether permanent or temporary in the licensed premises or outside. In rare cases, if needed in the interest of the Project or for security purposes, the Licensee can do temporary construction with prior approval of the Authority.
- 22.22. The Licensee will be liable to make good the damage caused to the facility of the ZGA, if any, during the erection/ creation of the Heritage Cafe/ restaurant. The full liability and

responsibility will also lie over the agency due to any damage to the property, animal or human due to any unforeseen incident/ accident caused.

- 22.23. The Licensee shall keep the toilets always in neat and clean condition and will also be responsible for undertaking periodic cleaning of the Septic Tank at regular intervals.
- 22.24. The Licensee shall be responsible for keeping dry, organic & wet garbage separately and its disposal in line with applicable law. All cost associated with the same has to be borne by the Licensee.
- 22.25. The Licensee shall ensure that there will be no discharge of water in the open areas outside the Licensed premises.
- 22.26. The Licensee shall ensure that all cooking has to be done inside the Kitchen area only and no cooking shall be allowed outside.
- 22.27. The Licensee shall always keep the Licensed premises and surrounding areas neat and clean.
- 22.28. A separate private meter for the consumption of electricity for the facility will have to be installed by the Licensee at their own cost before commencement of their business.
- 22.29. The Corporation is building some kiosk in the Garden Area adjoining the licensed premises, for which the Corporation reserves the right to license the same to others on commercial terms for various activities.
- 22.30. The adjoining lawn can be used by the Licensee and other Vendors of the Kiosk for intended usage only.
- 22.31. Since it is an eco-sensitive zone, the Licensee shall adhere to the eco-sensitive principles and applicable laws.
- 22.32. Except where otherwise provided in the Contract, all questions and disputes relating to this tender or to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract or the commencement or failure to commence the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director, WBFDC Ltd. Should the Managing Director, WBFDC Ltd, be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the DEPARTMENT OF FORESTS, GOVT OF WEST BENGAL. The award of the arbitrator shall be final, conclusive and binding both

parties to this contract and no suit shall lie in Civil Court in respect of the award by the Arbitrator. Cost of arbitration shall be borne by both the parties equally.

- 22.33. The Licensee has to bear all operational & other costs including utility charges towards operation, maintenance, and management of the facilities.
- 22.34. The selected Bidder (Licensee) shall be responsible for all costs associated with the operation, maintenance, and management including costs of fixtures and furnishing.
- 22.35. The Licensee cannot exhibit any advertisement except displaying his name. If the Licensee exhibits any advertisement other than his own name, his license will be terminated.
- 22.36. Without the approval of the Director, Zoological Garden, Alipore, rate/rates of any food items cannot be increased by the Licensee.
- 22.37. The usual terms of opening and closing the **Heritage Cafe** will as per the operational timeline of the Zoo. The Zoo remains closed for one day in a week and accordingly the operation of the Heritage Cafe will be closed on that day.
- 22.38. The Licensee must satisfy the Director, Zoological Garden, Alipore about the hygienic conditions of their products and articles offered for sale as well as the reasonableness of the process of each item of food and drinks offered for sale at the stall and maintain all precautionary measure to be imposed by the competent authority from time to time.
- 22.39. The Licensee shall operate, maintain and manage the **Heritage Cafe** for at least 1 year, failing which the security deposit submitted by it will be forfeited and the agreement will be terminated.
- 22.40. The License Fee quoted by the Selected Bidder shall be subject to upward revision @ 5% every year.
- 22.41. The Corporation may terminate the Agreement/ Contract earlier by giving a two month notice. The Licensee also may terminate the Contract by issuing 2 months notice only after operate, maintain and manage the **Heritage Cafe** for a minimum period of 1 year.
- 22.42. Selected Bidder shall have to enter into a suitable agreement with the Corporation/ WBZA.

23. Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, demand, location, surroundings, state of clinical and para-clinical facilities, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

24. Acknowledgement by Bidder

- 24.1. It shall be deemed that by submitting the Bid, the Bidder has:
 - a. made a complete and careful examination of the Bidding Documents;

- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters pertaining to Clause 23;
- d. satisfied itself about all matters, things and information including matters referred to in Clause 23 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 23 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;
- f. acknowledged that it does not have a Conflict of Interest; and
- g. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.1.1 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

25. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement.
- b) if a Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

26. Special The Terms and Condition

1. Contents of the food (Breakfast, Lunch, Tiffin, Tea, Coffee, Cold Drinks, Snacks etc)
2. Food would be supplied at the Canteen Premises or other place as desired by the Authorized Representative of WBZA and WBFDC.

3. Food served should be hygienic. If there is to untoward incident due to your Supplied foods, you might be penalized as decided by the Authority of WBZA and WBFDCCL.
4. Food which is not hygienic and stale will not be accepted. Immediately the same should be replaced.
5. Waste Management will be undertaken by the Licensee only. Canteen should be clean. There should be regular cleaning of the utensils etc. before leaving.
6. Timing should be adhered strictly.
7. The Rate of the Food items will be decided by WBZA and WBFDCCL in consultation with the Licensee which must be maintain strictly.

Divisional Manager

Kolkata Forest Corporation Division

Annexure – I Format of Undertaking

(The Bidder shall submit together with CHECK LIST & other documentary evidences)

To,

The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

Dear Sir/ Madam,

RFP Ref No:

Subject: "RFP for Selection of Agency for Operation, Maintenance and Management of Heritage Cafe at Alipore Zoo, Kolkata".

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the requirements of the tender and information provided, the undersigned hereby expresses its interest and apply for the tender for undertaking the subject project

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 (one hundred and twenty) days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____[...] (*name of the Bidder*-, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by WBFDC (hereinafter referred as the "**Corporation**") and in any subsequent communication sent by Corporation.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Corporation)

4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Successful Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Corporation; and
 - b. I/ We do not have any conflict of interest in accordance with the RFP; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Corporation or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/ We understand that you may cancel the Bidding Process at any time and that you are not bound to accept any Bid that you may receive.
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me being declared as the Successful Bidder, I agree to enter into a Contract Agreement in line with the requirement of the RFP that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. The Bid Variable as quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
16. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened or rejected
17. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
18. I agree and undertake to abide by all the terms and conditions of the RFP. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP.
19. I am not defaulter to the WBFDC Ltd., West Bengal Zoo Development Authority & the Forest Directorate, W B in respect of payment of dues.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidder and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :

Annexure II – Bidder's Profile

1.
 - (a) Name:
 - (b) Registration Details of the Bidder (**Enclose certification of Company /Trust deed/Society deed**):
 - (c) Country of incorporation:
 - (d) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (e) Date of incorporation and/ or commencement of business:
 - (f) GST No
- 2 Brief description of the Bidder including details of its main lines of business:
- 3 Details of individual(s) who will serve as the point of contact/ communication for WBFDCCL:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone / Mobile Number(s):
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone /Mobile Number:
 - (e) Fax Number:

**** Wherever applicable submit documentary evidence to facilitate verification.**

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our RFP is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure III– Bidder’s Experience (Technical Capacity of the Bidder)

Sl. No.	Bidder Experience of running Restaurant/ Food Court in the Last three year	Operation Since	Name & Address of the Restaurant/ Food Court for which the experience is claimed	Proof of Experience (License issued by the Appropriate Authority for establishment & operation of the Restaurant/ Food Court for which the experience is claimed
1*	2		3	4

(*Enclose necessary documentary proof – Pl mark necessary page No for each of the enclosures)

Annexure IV– Bidder’s Financial Capacity

Financial Turnover	Amount (in Rs)
2020-21	
2019-20	
2018-19	
2017-18	
2016-17	

(*Bidder to attach audited financial statement for each year)

Annexure V: Format of Power of Attorney for Authorizing Signatory of the Bidder

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the ***** Project[s] proposed or being developed by the ***** (the "Corporation") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to Wbfdcl, representing us in all matters before Wbfdcl, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with Wbfdcl in all matters in connection with or relating to or arising out of our proposal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20**

For -----
(Signature)
(Name, Title and Address)

Witnesses:



1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

-  The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
-  Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure VI: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

To,

The Divisional Manager,

Kolkata Forest Corporation Division,

'Aranya Bikash',

KB-19, Sector-III, Salt Lake City,

Kolkata-700106

E-mail: kfcd@wbfdc.com

Dear Sir/ Madam,

RFP Ref No:

Subject: "RFP for Selection of Agency for Operation, Maintenance and Management of Heritage Cafe at Alipore Zoo, Kolkata"

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

Annexure VII: Format of BOQ for Financial Bid

To,

**The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com**

RFP Ref No:

Subject: ""RFP for Selection of Agency for Operation, Maintenance and Management of Heritage Cafe at Alipore Zoo, Kolkata.

Dear Sir,

Dear Sir,

As a part of the Bid for Operation, Maintenance and Management of Heritage Cafe at Alipore Zoo, Kolkata, we offer our Price Bid, as follows:

	Minimum Reserve License Fee/ month (in Rs)	Our Quoted License Fee (in number) – In Rs/ month	Our Quoted License Fee (in Word) – In Rs/ month
Heritage Cafe	4,00,000.00		

We will abide by all the terms & conditions of the RFP and the Price quoted by us is firm while undertaking the project as per the Scope of Work and the Terms & Conditions of this RFP document

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF _____

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY

Appendix 1 – General Guidelines for E-Bidding

- 1.1. Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbtenders.gov.in> (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site as given on the web portal
- 1.2. Each organization / agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of Application from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.
- 1.3. The organization / agencies can search & download N.I.T. & Request for Proposal (RFP) Document(s) electronically from computer once they log on to the website.
- 1.4. Applications are to be submitted through online before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 1.5. The Bidder are advised to submit the Application well in advance of the deadline as the Kolkata Forest Corporation Division will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the Bidder
- 1.6. An Bidder desirous of taking part in RFP process shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password.
- 1.7. He will select the RFP and initiate payment of pre-defined EMD by selecting from either of the following payments mode:-
 - I. Net banking (any of the banks listed in the ICICI Bank payment gateway) in case of payment through ICICI Bank payment Gateway;
 - II. RTGS/NEFT in case of offline payment through bank account in any Bank.
- 1.8. Payment by net Banking (any listed bank) through ICICI Bank payment Gate way:
 - I. On selection of net banking as the pay as the payment mode, the Bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
 - II. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
 - III. If the transaction is successful ,the amount paid by the Bidder will get credited in the respective Pooling account of the State Government office/PSU/Autonomous

body/Local Body/PRIs, etc. maintained with the focal point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Application Fees.

- IV. If the transaction is failure, the Bidder will again try for payment by going back to the first step.

1.9. Payment through RTGS/NEFT:

1. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
2. The Bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
3. Once payment is made, the Bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
4. If verification is successful, the fund will get credited to the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Application Fees.
5. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
6. But if the payment verification is unsuccessful, the amount will be returned to the Bidder's account.

Appendix-2 – Heritage Cafe in the Garden

Space	Dimension	Area (Sq ft)
Dining Hall	49.10 ft x 26.4 ft	1312.28
Outdoor Sitting	57.1 ft x 10.6 ft	599.38
Kitchen	16.1 ft x 17.6 ft	281.46
Toilet	15.10 ft x 7.8 ft	121.39
TOTAL		2314.51

Appendix-3 – Site Plan



Proposed Layout for Furniture

